

Form PTO-1594

(rev 06/04)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**U. S. Department of Commerce  
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

**1. Name of conveying party(ies)/Execution Date(s):**

Philadelphia Eagles, LLC

☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☐ Corporation  
☒ Other: Limited Liability Company

Citizenship PennsylvaniaExecution Date(s) November 21, 2005Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance:**

☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Government Interest Assignment  
☐ Other

**2. Name and Address of receiving party(ies)**Additional name(s) & address(es) attached? ☐ Yes ☒ NoName: Bank of America, N.A.Internal Address: Bank of America Corporate Ctr.Street Address: 100 North Tryon StreetCity: CharlotteState: North CarolinaCountry: USA Zip: 29255☐ Association – Citizenship☐ General Partnership – Citizenship☐ Limited Partnership – Citizenship☐ Corporation – Citizenship
☒ Other National Banking Association  
 Citizenship
If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☒ No.**4. Application number(s) or registration number(s):**

A. Trademark Application No(s).

**76379091    76379090    76356590**  
**76356589    76356588    76356587**  
**78693803**

B. Trademark Registration No(s).

**1534709    1534708    2461197**  
**2461199    1108239    1889819**  
**2114816    1041476    1086152**  
**1528851    1807444    1041475**  
**2924114**

Additional numbers attached? ☐ Yes ☒ No**5. Name and address of party to whom correspondence concerning document should be mailed:**

Matthew B. Fagin, Esq.  
 SKADDEN, ARPS, SLATE, MEAGHER  
 & FLOM LLP  
 Four Times Square  
 New York, New York 10036  
 Tel: (212) 735-2432  
 Fax: (917) 777-2432  
 mfagin@skadden.com

**6. Total number of applications and registrations involved:**20**7. Total fee (37 CFR 1.21(h) and 3.41) \$515**

☒ All fees and any deficiencies are authorized to be charged to Deposit Account  
 (Our Ref. 401530/232)

**8. Payment Information**Deposit Account No. 19-2385Authorized user Name: Faith C. Robinson**9. Signature.**


Signature

Matthew B. Fagin, Esq.

Name of Person Signing

December 15, 2005

Date

Total number of pages including cover sheet, and documents:

13

CH \$615.00 192385 76379091

NOTICE  
OF GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office  
United States Copyright Office

Ladies and Gentlemen:

WHEREAS, pursuant to a Security Agreement (the "Original Agreement"), dated as of May 24, 2001 by and between PHILADELPHIA EAGLES, LLC (as successor to Philadelphia Eagles Limited Partnership), a Pennsylvania limited liability company (the "Assignor"), and Bank of America, N.A., acting as collateral agent for the Secured Parties (each defined in the Original Agreement) (in its capacity as collateral agent hereunder and any successor in such capacity being hereinafter referred to as the "Assignee"), the Assignor has granted to the Assignee for the ratable benefit of the Secured Parties a continuing security interest in and to, and right of set off against, the trademarks and service marks, trademark and service mark registrations and applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto;

WHEREAS, the Original Agreement was amended and restated pursuant to an Amended and Restated Security Agreement, dated as of November 5, 2004 by and between the Assignor and the Assignee (the "Amended and Restated Agreement"), and further amended pursuant to a Master Amendment to Amended and Restated Security Agreements and Security Agreement, dated as of November 21, 2005 among each of the Participating Clubs (as defined therein), including the Assignor, and the Assignee (the "Master Amendment"), together with the Original Agreement, and the Amended and Restated Agreement and as further amended, restated or supplemented, the "Security Agreement"), wherein the Assignor granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and a right of setoff against, and acknowledged and agreed that the Assignee (and with respect to rights of setoff, each of the Secured Parties) has and shall continue to have for the ratable benefit of the Secured Parties a continuing security interest in and a right of setoff against any and all right, title and interest of the Assignor, whether now existing or hereafter acquired or arising, in and to the Trademarks, Trade Names and Copyrights (each as defined in the Amended and Restated Agreement).

NOW THEREFORE, please be advised that:

1) Pursuant to the Security Agreement, the Assignor has granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and right of set off against, and acknowledged and agreed that the Assignee (and with respect to rights of setoff, each of the Secured Parties) has and shall continue to have for the ratable benefit of the Secured Parties a continuing security interest in and a right of setoff against any and all right, title and interest of the Assignor, whether now existing or hereafter acquired or arising, in and to the Trademarks, Trade Names and Copyrights (each as defined in the Amended and Restated Agreement), including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto; and

2) The security interest in and to and right of setoff against the Trade-marks, Trade Names and Copyrights, including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights and copyright registrations and applications set forth on Schedule A, is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Very truly yours,

PHILADELPHIA EAGLES, LLC

By: 

Name: Donald J. Smolenski

Title: Sr. VP / CFO

Acknowledged and Accepted:

BANK OF AMERICA, N.A.  
as Collateral Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRADEMARK

REEL: 003241 FRAME: 0658

Very truly yours,

PHILADELPHIA EAGLES, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and Accepted:

BANK OF AMERICA, N.A.  
as Collateral Agent

By: 

Name: **Wm. Elliott McCabe**

Title: **Managing Director**

TRADEMARK

REEL: 003241 FRAME: 0659

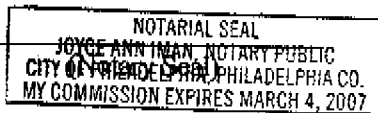
STATE OF PaCOUNTY OF Phila

I, Joyce Ann Inman, a Notary Public of the County and State aforesaid, certify that Donald Smilins personally came before me this day and acknowledged that (s)he is Sc VP / CFO of Philadelphia Eagles, LLC, a Pennsylvania limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him/her in its name as Sc VP / CFO.

WITNESS my hand and official stamp or seal, this 10 day of November, 2005.

Joyce Ann Inman  
Notary Public

My Commission Expires:



**SCHEDULE A**

**United States, State and Canadian Trademark  
Registrations and Applications for the  
PHILADELPHIA EAGLES**

**I. UNITED STATES TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REG. NO. (APP. NO.)</b>	<b>REG. DATE (APP. DATE)</b>	<b>OWNER</b>
7 & DESIGN	1534709 (73/700453)	04/11/89 (12/11/87)	PHILADELPHIA EAGLES, LLC
7 & DESIGN	1534708 (73/700452)	04/11/89 (12/11/87)	PHILADELPHIA EAGLES, LLC
9 & DESIGN	2461197 (75/861690)	06/19/01 (12/01/99)	PHILADELPHIA EAGLES, LLC
9 & DESIGN	2461199 (75/861995)	06/19/01 (12/01/99)	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	1108239 (73/116570)	12/05/78 (02/22/77)	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	1889819 (74/300718)	04/18/95 (08/03/92)	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	2114816 (75/132537)	11/18/97 (07/11/96)	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	1041476 (73/045510)	06/15/76 (02/28/75)	PHILADELPHIA EAGLES, LLC
EAGLES	1086152 (73/114853)	02/21/78 (02/07/77)	PHILADELPHIA EAGLES, LLC
PHILADELPHIA EAGLES CHEERLEADERS E & DESIGN	1528851 (73/727546)	03/07/89 (05/10/88)	PHILADELPHIA EAGLES, LLC
PHILADELPHIA EAGLES	1807444 (74/300719)	11/30/93 (08/03/92)	PHILADELPHIA EAGLES, LLC

TRADEMARK	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	OWNER
PHILADELPHIA EAGLES	1041475 (73/045509)	06/15/76 (02/28/75)	PHILADELPHIA EAGLES, LLC
EAGLES SUNDAY GAME PLAN	2924114 (78/163012)	02/01/05 (09/11/02)	PHILADELPHIA EAGLES, LLC
MIDNIGHT GREEN	(76/379091)	(03/06/02)	PHILADELPHIA EAGLES, LLC
MIDNIGHT GREEN	(76/379090)	(03/06/02)	PHILADELPHIA EAGLES, LLC
FLY LIKE AN EAGLE	(76/356590)	(01/08/02)	PHILADELPHIA EAGLES, LLC
FLY LIKE AN EAGLE	(76/356589)	(01/08/02)	PHILADELPHIA EAGLES, LLC
BLITZ INCORPORATED	(76/356588)	(01/08/02)	PHILADELPHIA EAGLES, LLC
BLITZ INCORPORATED	(76/356587)	(01/08/02)	PHILADELPHIA EAGLES, LLC
TACKLING BREAST CANCER	(78/693803)	(08/16/05)	PHILADELPHIA EAGLES, LLC

## II. STATE TRADEMARK REGISTRATIONS

TRADEMARK	STATE	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	OWNER
DESIGN (EAGLE HEAD)	PENNSYLVANIA	3277591	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
DESIGN (EAGLE HEAD)	PENNSYLVANIA	3277593	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
DESIGN (EAGLE HEAD)	PENNSYLVANIA	3277592	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
DESIGN (EAGLE HEAD)	PENNSYLVANIA	3277594	1/20/2005	PHILADELPHIA EAGLES FOOTBALL



TRADEMARK	STATE	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	OWNER
DESIGN (EAGLE HEAD)	PENNSYLVANIA	3277595	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
DESIGN-HELMET (EAGLES)	PENNSYLVANIA	764987	1/17/1977	PHILADELPHIA EAGLES FOOTBALL
DESIGN (EAGLE IN FLIGHT CARRYING A FOOTBALL)	PENNSYLVANIA	784264	4/20/1977	PHILADELPHIA EAGLES FOOTBALL
DESIGN (HELMET EAGLES)	PENNSYLVANIA	3277590	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
EAGLES	PENNSYLVANIA	777343	4/20/1977	PHILADELPHIA EAGLES FOOTBALL
EAGLES	PENNSYLVANIA	3277588	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
EAGLES	PENNSYLVANIA	3277589	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
PHILADELPHIA EAGLES	PENNSYLVANIA	3277586	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
PHILADELPHIA EAGLES	PENNSYLVANIA	3277587	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
PHILADELPHIA EAGLES	PENNSYLVANIA	778596	3/4/1975x	PHILADELPHIA EAGLES FOOTBALL
PHILADELPHIA EAGLES	CALIFORNIA	108,807	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES, LLC
PHILADELPHIA EAGLES	CALIFORNIA	108,806	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES

TRADEMARK	STATE	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	OWNER
DESIGN ONLY	CALIFORNIA	108,805	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES, LLC
DESIGN ONLY	CALIFORNIA	108,804	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES, LLC
DESIGN ONLY	CALIFORNIA	108,802	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES, LLC
DESIGN ONLY	CALIFORNIA	108,801	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES, LLC
DESIGN ONLY	CALIFORNIA	108,800	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES, LLC
DESIGN ONLY	CALIFORNIA	108,799	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES, LLC
PHILADELPHIA EAGLES	CALIFORNIA	108,798	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES, LLC
PHILADELPHIA EAGLES	LOUISIANA	N/A	01/24/02	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	LOUISIANA	N/A	01/24/02	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	FLORIDA	T2,005,101	01/20/05	PHILADELPHIA EAGLES, LLC

TRADEMARK	STATE	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	OWNER
DESIGN ONLY	FLORIDA	T,200,100	01/20/05	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	FLORIDA	T,200,599	01/20/05	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	FLORIDA	T,200,598	01/20/05	PHILADELPHIA EAGLES, LLC
EAGLES and Design	FLORIDA	T,200,597	01/20/05	PHILADELPHIA EAGLES, LLC
PHILADELPHIA EAGLES	FLORIDA	T,200,596	01/20/05	PHILADELPHIA EAGLES, LLC
PHILADELPHIA EAGLES	FLORIDA	T,200,595	01/20/05	PHILADELPHIA EAGLES, LLC
PHILADELPHIA EAGLES	FLORIDA	T,200,594	01/20/05	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	TEXAS	800,290,236	01/08/04	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	TEXAS	800,290,232	01/08/04	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	TEXAS	800,290,228	01/08/04	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	TEXAS	800,290,223	01/08/04	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	TEXAS	800,290,216	01/08/04	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	TEXAS	800,290,208	01/08/04	PHILADELPHIA EAGLES, LLC
PHILADELPHIA EAGLES	TEXAS	800,290,195	01/08/04	PHILADELPHIA EAGLES, LLC
PHILADELPHIA EAGLES	TEXAS	800,290,191	01/08/04	PHILADELPHIA EAGLES, LLC

TRADEMARK	STATE	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	OWNER
PHILADELPHIA EAGLES	TEXAS	800,290,187	01/08/04	PHILADELPHIA EA- GLES, LLC

### III. CANADIAN TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	OWNER
DESIGN ONLY	TMA256898 (0363308)	03/13/81 (04/09/73)	PHILADELPHIA EAGLES LLC
DESIGN ONLY	TMA530515 (0897544)	07/26/00 (11/26/98)	PHILADELPHIA EAGLES LLC
DESIGN ONLY	TMA256899 (0363309)	03/13/81 (04/09/73)	PHILADELPHIA EAGLES LLC
DESIGN ONLY	TMA256876 (0363310)	03/13/81 (04/09/73)	PHILADELPHIA EAGLES LLC
DESIGN ONLY	TMA530517 (0897545)	07/26/00 (11/26/98)	PHILADELPHIA EAGLES LLC
PHILADELPHIA EAGLES	TMA251757 (0363311)	10/24/80 (04/09/73)	PHILADELPHIA EAGLES LLC

#### **IV. U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS**

**None**

**E-2**